

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IFC CREDIT CORPORATION, an)	
Illinois corporation,)	
)	
Plaintiff,)	
)	
v.)	
)	
MANUFACTURER'S LEASE PLANS,)	Case No. 07 CV 6627
INC.)	
Defendant/Third-Party Plaintiff,)	
)	
v.)	
)	
VISION FINANCIAL GROUP, INC.)	
Third Party Defendant.)	

**IFC CREDIT CORPORATION'S
ANSWERS TO THIRD-PARTY CROSS CLAIM**

NOW COMES, Plaintiff, IFC Credit Corporation ("IFC"), by and through its attorney, Beth Anne Alcantar, and answers Third Party Defendant's, Vision Financial Group, Inc. Cross Claim as follows:

CROSS CLAIM

23. [sic] Vision incorporates by reference herein the averments as set forth in MLPI's third party complaint and paragraphs 1 through 22 of its Answer and Counterclaim as if set forth in their entirety.

ANSWER:

As Paragraphs 1 – 22 are not directed to IFC, IFC makes no answer with respect thereto.

24. Despite demands for payment of the residual proceeds from IFC, IFC has failed and refused to turnover the same.

ANSWER:

IFC admits the allegations in Paragraph 24 and further states it is not yet contractually obligated to do so.

COUNT I – BREACH OF CONTRACT

25. The Initial Assignment Agreement is a binding agreement between Vision and IFC.

ANSWER:

IFC states Paragraph 25 contains a legal conclusion which does not require an answer.

27. [sic] IFC is in breach of the Initial Assignment Agreement due to its failure to pay Vision the residual proceeds owned by Vision.

ANSWER:

IFC states Paragraph 27 contains a legal conclusion which does not require an answer.

28. As a result of the breach, Vision has sustained damages in the amount of the residual proceeds owned by it in the approximate amount of \$74,331.54, and will continue to incur further damages as additional residual proceeds owned by it are collected and not remitted to Vision.

ANSWER:

IFC states Paragraph 28 contains a legal conclusion which does not require an answer.

29. Vision has incurred attorney's fees and costs in connection with this action.

ANSWER:

IFC has insufficient knowledge to form a belief as to the veracity of Paragraph 29.

Respectfully Submitted,

IFC Credit Corporation

By: /s/ Beth Anne Alcantar
One of Its Attorneys

Beth Anne Alcantar, ARDC Number 6226582
Attorney for Plaintiff, IFC Credit Corporation
8700 Waukegan Road, Suite 100
Morton Grove, IL 60053
(847) 663-6700